

ANDERSON & DENZLER ASSOCIATES, INC.

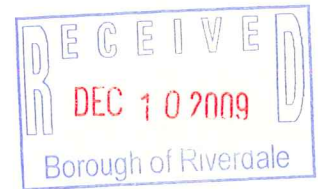
CONSULTING ENGINEERS
519 RIDGEDALE AVENUE
P.O. Box 343
EAST HANOVER, N. J. 07936

CARL E. DENZLER, P.E.
WILLIAM D. RYDEN, P.E.
LEON C. HALL, P.E.

TELEPHONE 973 887-2270
FACSIMILE 973 887-7974
mail@anderson-denzler.com

December 9, 2009

Mrs. Carol J. Talerico, R.M.C./C.P.M.
Borough of Riverdale
91 Newark-Pompton Tpk.
Riverdale, NJ 07457



Re: 2010 Professional Services Agreement
Borough of Riverdale

Dear Mrs. Talerico:

Please find enclosed our proposed Professional Services Agreement for 2010, along with a copy of our per diem rate schedule.

We look forward to working with you and the Borough again next year.

Very truly yours,
ANDERSON & DENZLER ASSOC., INC.

William D. Ryden, P.E.
Vice President

WDR:mk/RIVCON
Enclosure

ANDERSON & DENZLER ASSOCIATES, INC.

CONSULTING ENGINEERS

January 1, 2010

SCHEDULE OF FEES

FOR PROFESSIONAL ENGINEERING SERVICES RENDERED UPON A PER DIEM BASIS

Principal Engineer	\$148.00 per hour
Professional Engineer	136.00 per hour
Engineer	96.00 per hour
Senior Designer	104.00 per hour
Land Surveyor	111.00 per hour
Design Draftsman	81.00 per hour
Inspector	77.00 per hour
Draftsman	58.00 per hour
2-Man Field Crew	158.00 per hour
3-Man Field Crew	185.00 per hour

Invoices will include travel time and supplementary expenses for all items directly connected with the project. Travel costs @ \$0.47 per mile.

All invoices are due and payable when rendered.

RIV(1/1/2010)

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, Made this day of , 2010 by and between:

THE BOROUGH OF RIVERDALE, a public body corporate and politic, in the County of Morris and State of New Jersey, (Hereinafter referred to as the "Borough")

and:

WILLIAM D. RYDEN, Vice President of the firm of Anderson & Denzler Associates, a New Jersey corporation with offices at 519 Ridgedale Avenue, East Hanover, 07936 (Hereinafter referred to as "Engineer")

W I T N E S S E T H

The parties hereto, for and in consideration of the mutual promises, covenants and conditions herein contained, agree to and with each other, as follows:

A. SCOPE OF THE WORK:

Appointment to the position of Water and Sewer System Consultant effective January 1, 2010 until December 31, 2010 with duties as defined by Borough Ordinances and/or as assigned by the Borough Administrator, Planning Board or applicable Borough departments.

B. PAYMENT FOR ENGINEERING SERVICES:

Payment for all professional engineering services under this contract shall be in accordance with the per diem and hourly rate schedule attached hereto.

The sole exception to the above, shall be where the Borough and the Engineer elect to enter into a written agreement for a specific project, wherein payment shall be on a lump sum or other mutually agreed upon basis.

Payments for all services shall be on a monthly basis, subject to Borough review and approval.

C. TERMINATION:

This Agreement shall terminate on December 31, 2010 or may be terminated by either party by giving thirty (30) days written notice. Upon termination, all papers, documents, memoranda, reports, and other materials relating to the administration of his engineering duties shall be returned to the Borough.

D. SUCCESSORS AND ASSIGNS:

This Agreement and all of the covenants shall inure to the benefit of, and be binding upon the Borough and Engineer respectively, and their successors, assigns and legal representatives. Neither the Borough nor the Engineer shall have the right to assign, transfer or sublet their interests or obligations hereunder, without the written consent of the other.

E. POLITICAL CONTRIBUTION DISCLOSURE

This contract has been awarded to Anderson & Denzler Associates and William D. Ryden based on the merits and abilities of said firm and named professional to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that Anderson & Denzler Associates, its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the Borough of Riverdale if a member of that political party is serving in an elective public office of the Borough of Riverdale when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Borough of Riverdale when the contract is awarded.

F. BUSINESS ENTITY DISCLOSURE CERTIFICATION

This Agreement is subject to the requirements of the "Local Unit Pay to Play Law" (P.L. 2004, c.19, amended by P.L. 2005, c.51), and the "New Jersey Campaign Contributions and Expenditures Reporting Act" (N.J.A.C. 19:44A-1 et. seq.). Anderson & Denzler Associates, Inc. certified compliance with the aforementioned laws, as per the attached "Business Entity Disclosure Certification" form attached hereto.

G. CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Anderson & Denzler Associates, Inc. has received a Certificate of Employee Information Report from the State Treasurer, a copy of which is attached hereto.

H. ACCEPTANCE & SIGNATURES

BOROUGH OF RIVERDALE

ATTEST: _____ BY _____
William Budesheim, Mayor

ENGINEER

ATTEST: Mary Kelly BY William D. Ryden
William D. Ryden, P.E., Vice President
Anderson & Denzler Assoc., Inc.

Certification 11347

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-06-2006** to **15-06-2013**

ANDERSON & DENZLER ASSOCIATES INC.
519 RIDGEDALE AVE.
EAST HANOVER

NJ 07936



Bradley Abeler
State Treasurer

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

ANDERSON AND DENZLER ASSOCIATES INC

TAXPAYER IDENTIFICATION#

222-614-498/000

ADDRESS

519 RIDGEDALE AVE P O BOX 343
E HANOVER NJ 07936

EFFECTIVE DATE:

02/11/85

FORM-BRC(08-01)

TRADE NAME:

CONTRACTOR CERTIFICATION#

0105872

ISSUANCE DATE:

10/30/01

Patricia A. Chiacchis

Director, Division of Revenue

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
BOROUGH OF RIVERDALE

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that **Anderson & Denzler Associates, Inc.** has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract, to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the Borough of Riverdale as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

No contributions to any organization or candidate	
has been made between 1/1/09 and the date of this contract.	

Part II – Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☐ Subchapter ☒ S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Carl E. Denzler	12 Valley View Road, Morristown, NJ 07960

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Anderson & Denzler Associates

Signed: Carl E. Denzler

Title: President

Print Name: Carl E. Denzler

Date: 12/01/2009

Subscribed and sworn before me this 9th day of December, 2009.

My Commission expires:

DONNA J DEZAO

NOTARY PUBLIC

STATE OF NEW JERSEY

MY COMMISSION EXPIRES OCT. 17, 2011

Carl E. Denzler
(Affiant)

CARL E DENZLER PRES
(Print name & title of affiant)
(Corporate Seal)

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
BOROUGH OF RIVERDALE

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act:

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate.

Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)

19:44A-3 Definitions. In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

19:44A-8 and 16 Contributions, expenditures, reports, requirements.

While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:

"The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

**PROCUREMENT AND SERVICE CONTRACTS
LANGUAGE "A"**

In the event that you or your firm is awarded this contract, our office upon award will send the necessary additional forms. These should be submitted within seven (7) working days of notification. (Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq., codified at N.J.A.C. 17:27-1.1 et seq.).

1. Does this contract have the potential of having value of \$17,500 or better?
(**X**) Yes (If yes, complete #2)
() No (If no, no further documentation is required)
2. Does your company have a Federal Affirmative Action Plan Approval Letter?
() Yes (If yes, submit a Photostat copy)
(**X**) No (if no, complete "A" below)
 - A. Does your company have a Certificate of Employee Information Report?
(**X**) Yes (If yes, submit a Photostat copy)
() No (If no, complete "B" below)
 - B. If you do not have either of the above mention documents, and Affirmative Action Employee Information Report form (AA-302) will be returned to you for your completion.
3. Each Contract over \$17,500 must also contain Language "A".
4. Are you a minority-owned business?
() Yes (**X**) No

All successful vendors must submit one of the following forms of evidence:

1. Letter of Federal Approval OR 2. Certificate of Employee Information Report.

I certify that the above information is correct to the best of my knowledge.

Name: William D. Ryden Title: Vice President

Signature:  Date: 12/01/2009

Contractor: Please complete and sign this form and returned with your contract or Bid Proposal.

*****AN EQUAL OPPORTUNITY EMPLOYER*****

ATTACHMENT A
P.L 1975, C. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE
PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to attempt to in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2, promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2. promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

Anderson & Denzler Associates, Inc. hereby agrees to the above cited language as required by state law for the provision of services in excess of the bid threshold to public agency in the State of New Jersey for the year 2010.

DATE: 12/9/09

BY: Will ORL